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POL / 7392

CONTRACT BETWEEN

THE TOWN OF IRONDEQUOIT

THE NIGHTSTICK CLUB, P.B.A., INC.

JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

RECEIVED

JAN 16 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1

PURPOSE

Whereas the parties desire to maintain harmonious relations and work together for the public safety and welfare, it is the purpose of this Agreement to effectuate the provisions of Chapter 391 of the Public Employees' Fair Employment Act of 1967 and any revisions of the Act; To provide orderly collective negotiations between the "Town" and the "Association", to secure prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions for employees covered by this Agreement.

ARTICLE 2

RECOGNITION AND DUES CHECK-OFF

SECTION 1: Bargaining Agent

The Town recognizes the Association and its duly appointed agents as the sole and exclusive bargaining agent for the purpose of establishing salary, hours, and conditions of employment for all Police Officers covered by this Agreement, (Police Officers, Sergeants and Lieutenants). Captains and the Chief of Police are not covered by this Agreement.

SECTION 2: Dues Check-Off System

The Town further agrees to institute a "DUES CHECK-OFF SYSTEM" for the deduction of dues and/or any assessments of the Association upon written authorization of Association members addressed to the Town. Such authorization may be withdrawn at any time upon written notice to the Town.

ARTICLE 3

SECTION 1: Agency Shop

The parties recognize that this is an Agency Shop and such agreement shall automatically be exercised when authorization for such Agency Shop provisions are provided by State Legislation. In accordance with the Agency Shop provisions, it is understood that each employee who is a member of the bargaining unit herein above defined, but is not a member of the Nightstick Club P.B.A. Irondequoit, New York, shall be liable to contribute to said Club as representation costs, an amount equivalent to Club dues as are from time to time authorized, levied and collected from the general membership of the Nightstick Club P.B.A. Club dues are to be collected from members of the rank of Lieutenant and below only. The Town agrees to deduct an amount equal to the normal dues paid by Club members from the earnings of each said employee who is not a Club Member as their representative costs.

The "Association" agrees to establish and maintain a procedure providing for the refund to any police officer demanding the return of any part of the dues and/or assessments deduction which represents the police officer's pro-rata share of expenditures by the "Association" in aid of activities or causes of political or ideological nature, only incidentally related to terms and conditions of employment.

SECTION 2: Remittance of Deductions

Deductions will be remitted to the Association's Treasurer as soon as possible, or before the next regular payroll, together with a list of those from whom deductions have been made and the amounts of such deductions.

SECTION 3: Indemnify Town

The Union will indemnify, defend and hold the employer harmless against any claim made against or any suit instituted against the employer by members of the union on account of any check-off dues.

ARTICLE 4

SECTION 1: Police Salaries

The following salaries shall be paid annually to all policemen/policewomen now employed or hereinafter employed by the Town of Irondequoit. This schedule is effective January 1, 2007.

Police Officer:

<u>Hire Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$36,897	\$46,735	\$51,657	\$55,345	\$60,644

Officer will move from hire rate to Step 1 upon completion of the initial training. The officer shall move to each subsequent step upon the annual anniversary of obtaining step 1. The Town will have the discretion to grant credit for prior experience except for departmental seniority.*

Police Officer

Job rate: \$65,754

Investigators: (Appointed by the Chief of Police)

(CIU & YSB) 10% above Police Officer job rate or if Sergeant, at Sergeant rate

SCIU \$72,329

Sergeants: 14% above Police Officer job rate: \$74,959

Investigator Supervisors: (appointed by Chief of Police)
7% above Sergeant rate : \$80,206

Lieutenants: 14% above Sergeant rate: \$85,453

Effective January 1, 2008, the salary schedule shall be as follows:

<u>Hire Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$38,004	\$48,137	\$53,206	\$57,005	\$62,464

Police Officer
Job rate: \$67,727

Investigators: (appointed by the Chief of Police)
(CIU & YSB) 10% above Police Officer job rate or if Sergeant, at Sergeant rate
SCIU \$74,499

Sergeants: 14% above Police Officer job rate: \$77,208

Investigator Supervisors: (appointed by Chief of Police)
7% above Sergeant rate: \$82,612

Lieutenants: 14% above Sergeant rate: \$88,017

Effective January 1, 2009, the salary schedule shall be as follows:

<u>Hire Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$39,239	\$49,702	\$54,935	\$58,858	\$64,494

Police Officer
Job rate: \$69,928

Investigators: (Appointed by Chief of Police)
(CIU & YSB) 10 % above Police Officer job rate or if Sergeant, at Sergeant rate:
SCIU \$76,920

Sergeants: 14% above Police Officer job rate: \$79,717

Investigator Supervisors: (appointed by Chief of Police)
7% above Sergeant rate: \$85,296

Lieutenants: 14% above Sergeant rate: \$90,877

SECTION 2: Shift Differential

All members of the bargaining unit assigned to the 9:45 P.M. to 5:45 A.M. night shift shall be entitled to a one percent (1.5%) increase in base pay. All members of the bargaining unit assigned to the 1:45 P.M. to 9:45 P.M. afternoon shift shall be paid an additional four tenths (.4%) of their base pay for shift differential.

SECTION 3: Out-of-Title Pay

Any Police Officer or Sergeant, Lieutenant who is designated and works at least an eight hour watch in a higher position, shall be paid at a rate equal to the rank they occupied for that period.

SECTION 4: Formula for Computation

Whenever it is appropriate or necessary in the determination of pay it is agreed that hourly and daily rates shall be computed as follows except for Investigators (CIU & YSB & SCIU) and Investigator Supervisors.

243 days per year

1944 hours per year - 243 days times 8 hours

hourly rate - 1944 hours divided into salary.

The hourly and daily rates for Investigators, including Sergeants who serve as Investigators, Investigator Supervisors and Youth Services Officers, shall be computed as follows:

260 days per year (5/2 wheel)

2080 hours per year - 260 days times 8 hours

hourly rate - 2080 hours divided into salary, except that for hours worked beyond the 5/2 wheel, the overtime rate shall be based on a calculation utilizing 1944 hours, for example, holiday and overtime pay.

In the event of the death of a member currently employed by the Town, salary earned or other compensation due, if any, shall be paid to the Executor or Administrator appointed by the Court or in accordance with New York State Law.

SECTION 5: Investigator Clothing Allowance

The Town agrees to pay all members of the Police Department regularly assigned as Investigators (CIU, YSB & SCIU) an additional sum of Seven Hundred dollars (\$700.00) as a clothing allowance. The additional sum for clothing allowance shall be paid in a lump sum on or before the 15th of February in each year. In the event that an employee is assigned as an investigator for less than a calendar year and not on active duty as an investigator for a full year due to a leave of absence, he/she will receive a pro-rated clothing allowance based upon the actual calendar months he/she worked in such capacity.

SECTION 6: Longevity

All members who complete four years of continuous service within the calendar year shall be given longevity at the rate of 2% of base pay in longevity.

This sum shall be increased each succeeding year an additional 0.25% annually and paid in the year earned, increases to cease at twenty-five (25) years.

In the event an eligible employee retires during the calendar year, all of the longevity pay due that year shall be payable upon his/her retirement. In the event an employee quits or resigns, he shall be paid upon his separation a pro rata share of his longevity pay determined by the fraction represented by the number of weeks he/she will have worked in the calendar year to fifty-two (52). Longevity payments shall be made in a separate lump sum on or before the 15th day of December each year.

SECTION 7: Uniform and Equipment

A: The Town shall provide employees with an initial issue of uniforms consisting of four (4) summer (short sleeve) shirts; four (4) winter (long sleeve) shirts, two(2) turtleneck shirts(long sleeve or mock); one (1) sweater; one (1) pair of all season dress trousers; and two (2) additional pair of all season trousers (dress or tactical cargo); and one (1) winter coat; one (1) spring/fall jacket; one (1) raincoat; one (1) police hat; one (1) winter knit hat; one (1) traffic safety glow vest; one (1) riot helmet and carry bag; one haz-mat suit and carry bag; one (1) soft body armor with two (2) covers. Rain gear consisting of boots and rubbers will be issued upon request of the employee.

Additionally, the Town will provide employees with nylon goods consisting of: one (1) trouser belt; one (1) gun belt; one (1) handgun holster; one (1) double magazine pouch; one (1) chemical agent case; one (1) portable radio case; one (1) handcuff case; handcuffs two (2) sets. The Town will also provide the employee with one (1) chemical agent dispenser; one (1) service handgun; four (4) magazines for the service handgun with ammunition; one (1) police baton and carry holster; one (1) portable radio with charger; all badges and all insignias as required. All issued equipment will be replaced as needed by direct exchange.

The Town will provide the employee with a three hundred fifty dollar (\$350.00) annual cleaning allowance, which will be paid in December of each year. This allowance will be pro rated based on the number of months actually worked when a unit employee does not work a full year.

Vehicles assigned to members of the uniformed road patrol shall be four-door, police package 8-cylinder engine, equipped from the factory with air conditioning, power windows, power door locks, power steering and power brakes. Such vehicles assigned to uniform road patrol shall be further be equipped with working police radio installed, spotlights, cage, police pursuit radial tires, shotguns, flashlight, emergency flashers and sirens with a roof rack. Alternating flasher headlights will be equipped to each vehicle.

B: The Town will issue leather jackets only to employees assigned to the motorcycle unit.

Any other employee who wishes to wear a leather jacket may do so but the following conditions apply:

- a. The employee must personally pay for the leather jacket.
- b. All maintenance is the responsibility of the employee. The Town will not repair, refurbish, maintain or replace the leather jacket in any manner. This includes any damage occurring on the job. (Article 14 Section:1 does not apply to personally owned leather jackets.)
- c. The Chief of Police will select a leather jacket style which can be purchased and worn by employees. * Any leather jacket purchased or worn by employees prior to January 9, 2007 shall be exempt from this provision.

C: Some police vehicles are assigned to unit members for use 24/7. Such assigned police vehicles are to be left at the police department when personnel are on vacation for five (5) consecutive days off when they are unavailable to respond or do not wish to be called. Excluded from this policy are bereavement days in conjunction with other days off totaling five (5) or more days. Personnel assigned a vehicle who leave it at the department according to these regulations would be provided transportation home that day and back to work upon their return from time off. It is acknowledged that Community Service Officers will not be assigned a Town vehicle to drive to and from work or for other personnel use outside of work due to nature of assignment. When evening work is scheduled, the CSO may use the assigned vehicle for supper break (at home or elsewhere) use between work duties.

SECTION 8: Retirement

The Town agrees that members of the Police Department now employed or hereinafter employed shall be covered by the New York State Policemen's & Firemen's Retirement System. The Town shall pay 100% of each officer's contribution to the Policemen's & Firemen's Retirement System on behalf of each member of the Police Department of the Town covered by this contract.

All members of the Police Department shall be covered by the twenty (20) Years half pay, final twelve month plan.

The Town will provide coverage in the following pension sections:

- | | |
|--------------------------|---|
| (a) Section 375-i | Improved Career Retirement Plan |
| (b) Section 384 | 25 year half pay Retirement Plan |
| (c) Section 384-d | 20 year half pay Retirement Plan |
| (d) Section 384 f, g,& h | 25 year half pay Retirement Plan
1/60 benefit
Retirement on twelve months preceding |
| (f) Section 360-b | Guaranteed \$20,000 Ordinary Death Benefit |

The Town further agrees to provide pension benefits, when they apply by proper enactment of Laws by the New York State Legislature:

- | | |
|-------------------|---|
| (a) Section 341-J | Unused Sick Leave |
| (b) Section 343-G | Limited Transfer Rights |
| (c) Section 341-K | World War II Service Credits |
| (d) Section 243 | Military Law Military Leave Reinstatement |

SECTION 9: Technicians Cleaning Allowance

The Town shall pay officers assigned as Technicians a three hundred sixty dollar (\$360.00) annual cleaning allowance. Technicians cleaning allowance shall be paid annually in February. Technicians regularly assigned but who serve in such capacity less than one year will receive such allowance on a pro rata basis. Officers assigned by the Town as technicians shall receive an allotment of forty eight (48) straight-time hours of compensatory time added to such technicians' comp time banks, to be paid annually in January after the conclusion of the calendar year (except pro rated for a partial year of employment for anew assignees or technicians leaving the assignment during the year.

SECTION 10: Desk Duty

Any officer, regardless of rank, who is assigned to desk duty shall receive an additional one dollar (\$1.00) for every hour of desk duty. Officers filling in for civilian employees on break, shall be excluded.

SECTION 11: Training Officers Pay

When an Officer is assigned a recruit or transferred Officer for training purposes, the training officer shall not be required to punch in, and shall be guaranteed a minimum of one (1) hour at the rate of time and one-half.

ARTICLE 5

Compensation For Unused Sick Time Upon Retirement

Upon notice of an officer's intent to retire, his accrued sick leave will be converted to vacation time at the rate of two sick days for one vacation day.

Any Officer on final pre-retirement vacation will not be called back to duty except for court appearances.

ARTICLE 6

Shift Selection

(Formerly "Notice of Transfer")

(1) The employee's seniority for the purpose of this article shall commence on the date of appointment as a Police Officer pursuant to Town Law section 153 and Civil service Law Section 70.

(2) All road patrol officers, investigators, sergeants, and lieutenants shall submit to the Chief of Police by October 15th, a request showing their first, second and third preference for shift assignment for the coming year. The Chief of Police shall, by November 15th, issue shift assignments to such officers effective no later than January 1st. Investigators, sergeants, and lieutenants seniority for purposes of this section shall be time in grade.

(3) In the making such assignment the Chief shall consider the following:

- Seniority
- Needs of the Department
- Special Training, Skills, and Abilities
- If all factors are equal seniority shall prevail.

(4) In the event that an opening in a shift occurs the Chief shall post the position at least two weeks before filling the position.

The Chief shall select the officer based on the criteria in Section 3. In the event that no one requests the position, the officer with the least seniority shall be assigned to fill the position.

(5) If an Officer is not assigned to his preference, such officer may request a written reason as to why his/her request was turned down by the Chief of Police. In no event shall a shift assignment be made for disciplinary reasons. In reviewing the failure of the Chief to assign the most senior Officer requesting a shift, the test shall be whether the Chief was arbitrary or capricious in making his assignment.

(6) Any Officer subject to a wheel change will be given ten (10) days prior notice, except in cases of emergency.

ARTICLE 7

Comp Time For Court

Second Watch Officers (5:45 A.M. to 1:45 P.M.) May take comp time on the day following court, manpower shortages notwithstanding, first watch officers (9:45 P.M. to 5:45 A.M.) Should be allowed to take comp time on the shift following court provided it will not impair departmental operations.

Officer will notify the Officer in Charge of his/her intention as soon as he/she gets out of court.

ARTICLE 8

SECTION 1: Work Week

All members of the Police Department except as indicated below shall be assigned to a regular work schedule of four (4) days on duty followed by two (2) days off duty. Any regularly scheduled work day shall consist of eight (8) consecutive hours. Any hours scheduled or worked in excess of eight (8) hours per day shall be considered overtime as herein set forth.

SECTION 2: Work Week Investigators/Youth Officers

All members of the Police Department assigned to CIU, SCIU & YSB (including Sergeants) shall have a regular work schedule of five (5) days on duty followed by two (2) days off duty. The days worked shall normally be Monday through Friday as at present.

All members of the Police Department assigned to CIU, SCIU & YSB (including Sergeants) shall have thirteen (13) days off as 5-2 compensation per year.

Effective January 1, 1998 eight (8) hours of straight time will be added to each officers compensatory bank.

Effective January 1, 2000 an additional eight (8) hours of straight time will be added to each officers compensatory bank.

SECTION 3: Community Services

The primary Community Service Officer shall have a regular work schedule of five (5) days on duty followed by two (2) days off duty, Monday through Friday, with thirteen (13) days off as 5:2 compensation per year and an additional sixteen (16) hours straight time added to his/her compensatory bank each year. Other sworn personnel assigned to Community Service in addition to the primary Community Service Officer at the option of the Chief would be subject to the contractual terms of employment applicable to his/her job title, and would work either the usual contractual 4:2 shift or 5:2 shift. (A 5:2 shift will include 2.5 overtime hours.) Throughout the year, they will be compensated for all overtime worked.

SECTION 4: Community Response Teams:

The Police Department may elect to form and implement a community response team to respond to particular types or patterns of offenses or assignments.

Team personnel will work eight-hour shifts on 5:2 or 4:2 rotations as required by the detail. Team hours may be adjusted to meet changes in the offense pattern or assignment. However, such assignment shall not be made solely to avoid the payment of overtime. Personnel assigned to any eight-hour block during third or first platoon hours will receive the contractual shift differential pay and those assigned to a 5:2 rotation will receive the contractual 2.5 hours of overtime pay for each wheel worked.

Police Department Personnel when assigned to a Team will serve at least one complete work wheel and may serve up to a ninety-day period. Service on a Team for more than one assigned consecutive ninety-day period would only be by consent of the officer and the union president. Personnel volunteering for a Team may serve up to one consecutive six-month period.

Assignments will be posted as provided by this contract except that the Department may assign personnel to a Team when volunteers are unavailable, or when officers possessing special skills are needed, in the inverse order of seniority of those possessing the necessary skills. However, officers may be passed over to avoid too many officers being selected from any platoon. In making such assignments, the Chief shall consider the needs of the Department (including numbers from any platoon); special training, skills, and abilities; and seniority (if all factors are equal seniority shall prevail). This Team will not be scheduled to supplement patrol (or circumvent existing minimum staffing requirements.)

Section 5: Posting:

Unless otherwise provided in this Article, any below listed position that becomes vacant and is designated by the Chief of Police to be filled shall be posted. The posting shall list the minimum requirements for the position and what documentation, if any, must accompany the application. Bargaining unit employees meeting the minimum requirements may submit a written request to be considered to the Chief of Police. The decision as to who shall fill the vacancy shall be at the sole discretion of the Chief of Police in accordance with his sole judgment and shall not be subject to the grievance arbitration procedure.

The following positions shall be posted:

- Criminal Investigative Unit (including Supervisor of the Unit).
- Community Service Unit (including Supervisor if one is to be assigned).
- Command within the Uniform Road Patrol (Specialty Units).
- Technician Position.
- Field Training Officer Position.
- Bicycle Unit Officer (shall be posted within the applicable platoon).
- ATV Officer (shall be posted within applicable platoon).
- Motorcycle Officer (shall be posted within applicable platoon).
- G.R.A.N.E.T. Unit (undercover drug enforcement).
- D.A.R.E. Officer.
- Honor Guard.
- Firearms Training Unit.
- Emergency Response Team (ERT).

ARTICLE 9

Holidays

SECTION 1: Recognized Holidays

All members of the Police Department will be paid for the following holidays, whether worked or not:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Easter
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Thanksgiving Day
12. Christmas Day
13. Martin Luther King, Jr. Day

SECTION 2: Payment for Holidays

Payment for these holidays shall be made to all members of the Police Department in a lump sum on or before the first December in each year. In a year when there are "split" increases, the payments shall reflect payments calculated at the rate in effect when each holiday occurred.

SECTION 3: Payment Due Dates

It shall be the duty of the office of the Town Supervisor to supply the payroll department with the due dates for Holiday and Longevity pay and make sure that the aforementioned payments are made on time.

ARTICLE 10

Veteran's Benefits

Veteran's Day off will be as provided in the applicable State Statute (Public Officers Law). Any member of the unit who is a veteran and is required to work on, or part of Memorial Day (last Monday in May) and/or Veteran's Day (November 11) or who are on vacation, or who are off duty due to, a service related injury, shall be entitled to one additional day off. Pursuant to applicable case law, any member who is a qualified veteran may elect to take Veteran's Day and/or Memorial Day off in lieu of holiday payment for said holiday.

ARTICLE 11

SECTION 1: Overtime Compensation

Time and a half shall be paid for the time worked over eight hours in the normal work schedule. All overtime will be compensated for pursuant to applicable State and Federal Law. All overtime must be authorized by the Officer in charge.

SECTION 2: Distribution of Overtime

All reasonable efforts will be made to insure an equal distribution of elective overtime in the following manner:

When a detail requiring overtime is needed and such need is known more than forty eight hours prior to such overtime, such overtime shall be elective and posted. All such overtime shall be posted in the overtime log for all sworn personnel, except for court or hearing time or work completed after the end of a shift, which shall be considered not "controlled" and therefore not logged.

Overtime shall be first offered within rank and/or assignment as appropriate to the job description covering the elective overtime.

The Chief or his/her designee shall have the right to make overtime assignments without posting where there is less than forty eight hours advance knowledge of the need for such overtime. When the Chief or his/her designee reasonably determines that the assignment requires special skills, where there are special circumstances or where a community group request make the selection of a particular officer appropriate, the Chief or his/her designee shall have the right to make the overtime assignment without posting. All such overtime shall be recorded in the overtime log.

Where immediate need overtime is required (overtime where there is not forty eight hours advance notice), supervisors will call in the necessary personnel for the overtime detail. The supervisor will submit an immediate overtime form. Such overtime shall be recorded as elective overtime on the overtime log for that officer.

The log will be kept on a calendar year basis. The log book may be reviewed by any sworn officer.

SECTION 3: Members Option to Compensatory Time

A. All officers shall have the option to take off in lieu of payment of overtime with the approval of the watch commander. Further, the officer shall, with such approval, have the option of payment, time off or he/she may split the form of compensation for any overtime worked. Compensatory days will be approved in advance by the watch commander, except for situations arising under Article 7. Compensatory time will be taken at the time and one-half rate. Officers shall be allowed to bank up to a maximum of 320 hours (480 hours at time and one-half rate) which shall include overtime hours earned and banked prior to April 15, 1996. An officer shall not withdraw more than eighty (80) hours per month without thirty (30) days' advance notice to the Chief of Police.

B. All compensatory time accumulations will be stated on the officers pay stub.

SECTION 4: Call Back To Duty

An officer who is recalled shall receive a minimum of two (2) hours credited, at the overtime rate, as time worked. Recall shall be defined as any time an officer reports to duty other than at the commencement of his/her regularly scheduled tour of duty as long as there is a break in service prior to commencement or after the termination of such tour. If there is no such break, the employee shall only be entitled to overtime actually worked.

SECTION 5: Court and Training Time

An officer will be entitled to overtime pay for all court appearances, motor vehicle hearings, and all ordered police activities falling outside normal working hours. This shall not include an order for an officer to receive a medical evaluation while an officer is on paid sick leave, as long as the appointment is between the hours of 9:00 A.M. and 4:00 P.M. and not on the officer's scheduled day off. When an officer is notified that he is to be available for court at a given time he/she shall be guaranteed a minimum of two (2) hours pay unless he is notified forty eight (48) hours in advance of cancellation. This payment is to be made regardless of whether he is called to appear or not. An officer ordered to appear in court will be paid from the time he/she is required to be in court. The officer will be paid for two (2) hours plus any additional time he/she is required to stay beyond the two (2) hours.

This two-hour minimum shall not apply where the court appearance is contiguous with the tour of duty. In such instances, an officer will be paid only for the extra time actually worked.

SECTION 6: Performance of Duties While Off Duty

If a Police Officer performs police duties on his/her off duty hours, he/she shall be entitled to overtime compensation for the time actually spent, any insurance coverage which the officer would have had if on duty at that time and any expense incurred in performing such duty.

Any assistance or testimony subsequently required of the officer in civil and/or criminal proceedings resulting from the off duty action taken by the officer shall be compensated for pursuant to the applicable provisions of the contract, provided such actions occurred within the scope of his/her employment as a Police Officer of the Town of Irondequoit.

The Town shall not pay an officer while acting as a security guard. Except for casual off-duty employment, officers shall obtain approval from the office of the Chief of Police, for off-duty employment.

SECTION 7: Roll Call Preparation

The Sergeant or Lieutenant responsible for roll call on each shift shall be paid for thirty minutes (30) preparation which is agreed to be the period of preparation. Such time shall be paid at an overtime rate when such time would otherwise qualify as overtime.

SECTION 8: Work Detail Notification

When a member of the bargaining unit is notified that he/she is to be available for a work detail he/she shall be guaranteed a minimum of two (2) hours pay unless he/she is notified forty-eight (48) hours in advance of cancellation.

SECTION 9: Field Training Officer

Officers, when assigned a recruit or a transfer officer, shall not be required to punch in for the purpose of training and shall receive one (1) hour payment at the rate of time and one-half.

SECTION 10: Daylight Saving Time

1. All bargaining unit members who are working the night watch when the clocks are turned forward or back, as a result of daylight savings time, shall be compensated as follows:

(a) In the event that an officer is required to work a nine hour shift as a result of daylight savings time, the officer shall be compensated at a rate of time-and-one-half for the ninth hour.

(b) In the event that an officer works a seven hour shift as a result of daylight savings time, the officer shall be compensated at his/her regular rate of pay for the entire eight hour shift.

SECTION 11: Training

1. A minimum of (10) days notice will be given to an officer before reassignment for training purposes. Pre-scheduled vacation and or time off will not be canceled for said training.

2. Any officer so reassigned from the 9:45 P.M. to 5:45 A.M. shift for training purposes will not be required to work the shift immediately succeeding the training shifts and will not be required to work the second half of the shift immediately preceding the training shift.

3. No officer reassigned from the night watch (9:45 P.M. to 5:45 A.M.) for the purpose of training shall settle for any diminution in shift differential pay.

4. The Town will notify all police officers, by posting, of law enforcement educational and training opportunities being offered by the Public Safety Training Center of Monroe Community College, so that the officers who are eligible and who desire to attend may notify their superiors of their interest. The Town will provide the same notice and opportunity as to training opportunities being offered by the Irondequoit Town Police Department.

5. In the event any bargaining unit member is assigned to one or more full weeks of training, it shall be the Department's option to have a bargaining unit member remain on his/her 4-2 work wheel or assign the bargaining unit member to a 5-2 work wheel during the training period. The decision shall be based on overtime costs. If the bargaining unit member is assigned to the 5-2 work wheel option, the bargaining unit member shall be off the Sunday before the training commences and shall be off the weekend after the conclusion of the training. The bargaining unit member shall be entitled to two and one-half (2 ½) hours overtime if assigned to a 5-2 work wheel during the training.

(a) A week under this section shall be defined as five (5) consecutive days.

(b) The training assignment order shall state the work wheel option.

ARTICLE 12

SECTION 1: Vacation Allowance

The Town will grant vacation based on the number of years of service completed as follows:

<u>Number of years of Service</u>	<u>Vacation Allowance</u>
1 1 Year of Service	10 working days
2 5 Years of Service	15 working days
3 10 Years of Service	20 working days
4 15 Years of Service	25 working days

All vacation days are working days and do not include scheduled days off, members may split vacation.

SECTION 2: Vacation Schedule

Vacations shall be scheduled according to seniority and subject to the approval of the Chief of Police. A vacation schedule shall be posted no later than January 15. Once approved, vacation days will be canceled only in case of emergency, as determined by the Chief of Police. Ties in seniority as to the date of appointment shall be broken by the position on the original Civil Service appointment list.

SECTION 3: Watch Transfer/Vacation Rights

If an officer is transferred to a different watch after January 15 in any year and had already posted his/her vacation, said officer will enjoy his original vacation schedule. If an officer's wheel is changed after the officer's vacation has been approved, said officer shall still retain the same block of calendar days already approved with the officer charged with vacation days actually used.

SECTION 4: Vacation Buy Back

An officer, at his/her option, will be entitled to sell up to five vacation days per year to the Town. Said purchase to be at the rate of straight time. Payment to be made by second pay period following the request. Buy-back of vacation days to be approved by the Chief of Police. Approval by the Chief of Police shall not be unreasonably denied.

All requests for vacation buy-back must be submitted by April 15. Only upon good cause may a request for vacation buy-back be submitted after April 15.

SECTION 5: VACATION USE

An officer shall be allowed to use vacation time in two (2) hour blocks for a total of forty (40) hours or an equivalent of five (5) vacation days. These hours shall not be scheduled pursuant to Section 2 of the Article and the use of these hours would be subject to minimum staffing requirements.

ARTICLE 13

SECTION 1: Personal Leave Days

Every Police Officer shall be entitled to five (5) days on which he/she may be absent from duty with pay for the purpose of taking care of and providing for personal affairs, which shall not, however, include absence for illness. Such time off shall be scheduled through his/her Platoon Commander. An officer may be allowed to use personal leave time in two (2) hours blocks for a total of forty (40) hours or an equivalent of five (5) personal leave days. Personal leave days in the first year of employment shall be pro-rated based upon the hire date.

SECTION 2: Death in Immediate Family

An officer shall be granted three (3) working days of leave of absence with full pay in the case of death in his/her immediate family which shall be defined as his/her spouse (i.e., an officers wife or husband or non married acknowledged partner, with whom the officer resides with at the time of his/her death), child, father, mother, brother, sister, parent-in-law, stepparent, stepchild, and grandchild. (Or such relative of an acknowledged partner as defined above).

SECTION 3: Death of Other Relatives

An officer shall be granted one working day leave of absence with pay in case of death of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent, foster child, nieces, nephews, uncles, aunts, and grandparents.

SECTION 4: Sick Time

Every member of the bargaining unit shall be entitled to unlimited accruable sick time at the rate of one (1) day per month. Sick time credit may be used for absences attributable to illness or injury, quarantine regulations and serious illness in the members' immediate family. Immediate family includes parents, persons occupying the position of parent of the employee, or of the employee's spouse, or any relative who is an actual member of the employee's household.

Effective December 31, 2001 unit member's sick leave shall be capped at 180 days or the number of days a member has on December 31, 2001, whichever is greater. Members may earn and accumulate sick leave throughout any calendar year above their cap however at the end of the calendar year any unused sick leave above their cap will be paid at a rate of one day for each two days of sick leave. The cap will be reduced accordingly. Upon retirement, any unused sick leave will be paid in cash at the rate of one day pay for every two days of sick leave left unused as stated in Article 5. (Per PERB Arbitration CASE No. IA201-002 & M200-232 2/6/02).

ARTICLE 14

SECTION 1: Personal Items (Compensation for Loss)

An officer shall be compensated for the reasonable replacement cost of personal item or items lost or damaged beyond repair or for the cost to repair a damaged personal item or items, provided that the loss or damage is caused without his/her negligence and is incurred while he/she is on duty or actually conducting police business. Loss will be documented by the appropriate report and turned over to a Command Officer before the end of shift, unless physically unable to do so. (Not leather jackets as in Article 4 Section 7 B)

SECTION 2: Personal Vehicle

When an officer is required to use his/her privately owned motor vehicle for the performance of police duties to attend required police schools, to attend hearings, etc., the employee shall be compensated at the current rate set by the Town Board but not less than 29 cents per mile to and from each location. The officer shall be covered for medical payments, comprehensive liability insurance, and be given all protection he/she would enjoy had he/she been using a police vehicle. However, all attempts should be made to use a police vehicle.

ARTICLE 15

SECTION 1: Medical Insurance

The Town of Irondequoit shall provide to the employee the Blue Choice Value Plan that contains the 3 tier prescription co-pay rates of \$10/25/40 (currently offered as "Blue Choice Value with Standard Community Drug Plan", or coverage from the current provider which is equal in benefits and cost. If neither is available, the Town shall provide substantially similar medical coverage. Effective upon ratification of this contract (07/17/07), and upon January 1 of the calendar years thereafter, the employee shall contribute, by bi-weekly payroll deduction, towards his/her medical insurance premium payments in the fixed dollar amounts set forth below:

	2007	2008	2009
Single Plan:	\$7.00	\$15.00	\$16.00
Two (2) Person Plan:	\$16.00	\$35.00	\$38.00
No spouse plan:	\$18.00	\$39.00	\$42.00
Family Plan:	\$19.00	\$41.00	\$44.00

Employees may opt to enroll in an existing town medical plan with greater coverage than the Blue Choice Value Plan. The employee may do so upon written notice to the Department of Human Resources or his/her designee, during the annual open enrollment period. The Town agrees to pay the same monetary contribution towards the employee's premium as it would if the employee were enrolled in the Blue Choice Value Plan. The employee would pay the difference in cost of the insurance premiums through by-weekly payroll deduction (pre-tax 125 plan). The optional insurance currently available to employees includes: "Blue Choice Select with Standard Community Rated Drug Plan" or "Preferred Care Community Plan 201-2 Added Benefit".

The Town shall offer a Flexible Benefit Package to the Officers.

SECTION 2: Employee Declination of Health Insurance Coverage

Current employees who have declined medical insurance coverage with the Town prior to the ratification of this contract 07/17/07 (including any employee who receives insurance with the Town through another Town employee or retired employee), shall receive a payment from the Town that is equivalent of fifty percent (50%) of the value of what the Town would have paid towards the employee's medical insurance bi-weekly premium for every pay period they are not covered by the Town. Otherwise, any employee who declines medical insurance with the Town will receive a fixed yearly payment from the Town of one thousand five hundred dollars (\$1,500) for declination of single coverage in bi-weekly installments, or a fixed yearly payment from the Town of two thousand five hundred dollars (\$2,500) for the declination of multiple person or family coverage in bi-weekly installments. Any employee who receives medical insurance through the Town through another Town employee or retired employee shall not be eligible for the declination payment.

In order to decline medical insurance with the Town, the employee must submit his/her notice of intent to the Town Personnel Office at least thirty (30) days prior to the Town's premium payment date and at an open enrollment period or qualifying event. The employee must submit proof of alternate medical insurance coverage. The employee may not commence or terminate his/her participation more than once within a twelve (12) month period.

The employee will be permitted to resume receiving medical insurance coverage by the Town, after making a request for coverage through the Town Personnel Office. Medical insurance coverage may then resume with the Town upon the earliest date upon which the insurer can re-enroll the employee.

SECTION 3: Hospitalization (Deceased Members)

If a Police Officer employed by the Town of Irondequoit dies during the performance of duty, his/her immediate family at the time of his/her demise shall continue to receive Police Department Hospitalization benefits at the Town's expense until the spouse remarries and/or the children reach the age of 19.

If any Officer while employed dies, his/her family may get group rate Health Insurance at their expense.

SECTION 4: Medical Insurance (Retired Members)

The Town agrees to continue for the duration of this Agreement the practice of providing medical insurance coverage for retirees covered under this Agreement. If a Police Officer retires after twenty (20) years or more of service under the New York State Policemen's and Firemen's Retirement System, such officer shall receive all medical benefits as the Town may provide to the bargaining unit employees at no cost to the retiree. When the retiree takes a job where a group hospital plan is available, whether comparable or not or whether paid wholly or in part by the employee, the retiree shall not be eligible for coverage in the Town's Plan, and the Town shall not provide such benefit. At age sixty-five (65), the retiree will accept Medicare supplemental plan health care coverage corresponding to the Blue Choice Senior Plan with prescription drug rider.

The retired employee shall be required to notify the Town when he/she is employed elsewhere and as to whether or not medical insurance is available. If he/she fails to do so, he/she shall not be eligible for such Town paid medical insurance. In addition, a retired member shall be required to certify annually as of January 1 of each year whether or not he/she is working, where he/she is working (if he/she is working) and whether a group hospital plan is available with that employer, whether comparable or not or whether paid wholly or in part by the employee. Failure to do so shall result in the cancellation of the benefit by the Town to the retiree.

If a retiree leaves Town employment and is disqualified for Town paid hospitalization benefits pursuant to this Agreement because a group plan is available to him/her in new employment, the retiree shall be eligible to return to Town paid hospitalization benefits so long as he/she otherwise qualifies under the Collective Bargaining Agreement when he/she leaves such other employment.

If the retiree moves outside the managed care plan geographical coverage area applicable to the managed care plan offered to active employees the retiree, shall receive a Town contribution to the out of area health insurance carrier up to the dollar amount available to retirees who stay inside the managed care plan geographical coverage area. If the retiree's out of area insurance premium is less than the premium available to retiree's who stay inside the managed care plan geographical coverage area, then the retiree will not receive any sum greater than the amount necessary to pay for the out of area medical insurance.

SECTION 5: Dental Insurance

The Town will provide the Blue Shield Smile Saver Dental Plan or its equivalent and shall further provide effective 1/1/84 the fixed prosthetic (crown and bridge) rider.

Effective upon ratification of this contract (07/17/07), and upon January 1 of the calendar years thereafter, each employee shall contribute, bi-weekly payroll deduction, towards his/her dental premium in the fixed dollar amounts set below:

	2007	2008	2009
Single Plan:	\$2.00	\$4.00	\$6.00
Family Plan:	\$5.00	\$9.00	\$11.00

New employees hired after 1/1/81, will be eligible to participate in this benefit after twelve (12) months of service.

SECTION 6: Employee Declination of Dental Insurance Coverage

Current employees who have declined dental insurance coverage with the Town prior to the ratification of this contract, 07/17/07 (including any employee who receives dental insurance with the Town through another Town employee or retired employee), shall receive a payment from the Town that is equivalent to fifty percent (50%) of the value of what the Town would have paid towards the employee's dental insurance bi-weekly premium, for every pay period they are not covered by the Town. Otherwise, any employee who declines dental insurance with the Town will receive a fixed yearly payment from the Town of five hundred dollars (\$500) payable in bi-weekly installments. Any employee who receives dental insurance with the Town through another Town employee or retired employee shall not be eligible for the declination payment.

In order to decline dental insurance with the Town, the employee must submit his/her notice of intent to the Town Personnel Office at least thirty (30) days prior to the Town's premium date. The employee may not commence or terminate his/her participation more than once within a twelve (12) month period.

The employee will be permitted to resume receiving dental insurance coverage with the Town after making a request for coverage through the Town Personnel Office. Dental insurance may then resume with the Town upon the earliest date upon which the insurer can re-enroll the employee.

ARTICLE 16

EDUCATIONAL BENEFITS

SECTION: 1 Payment for Courses

The Town shall pay one hundred percent (100%) of the cost of tuition, books, and registration fees of all Police Officers attending police related courses approved in advance by the Chief of Police at a duly accredited educational institution, upon the successful completion of said course. Officers attending graduate courses shall be limited to a maximum of two (2) police related courses concurrently. The Town will reimburse only for the expenses actually paid for by the Officer and not repaid from any other source. Courses must be approved by the Town Board before registration for the reimbursement to be considered. All Officers with Associates degree from an accredited institution shall receive a \$250.00 educational incentive and Officers with a higher degree from an accredited institution shall receive a \$350.00 educational incentive payable in December.

ARTICLE 17

P.B.A. PROVISIONS

Section 1: Release Time:

The President of the Association and/or his/her authorized representative shall be given leave with pay to attend business functions of the organizations/associations representing police officers for a total of up to thirty four (34) days per year. Proper advance notice to the Chief of Police shall be given. Authorized representative days used shall be subtracted from the 34 days.

SECTION 2: Release Time (local)

Officers of the P.B.A. who are elected officers of the P.B.A. shall be entitled to attend meetings of the P.B.A. held locally; to render such reports as may be necessary. However, no officer shall be permitted to attend such meetings whereby proper police patrolling shall be hampered or curtailed to the detriment of the community. Manpower shortages notwithstanding, the President shall be given time to preside at said meetings. Proper advance notice to the Chief of Police shall be given.

SECTION 3: Insurance (Officers of Association)

When acting pursuant to the terms of this agreement an elected officer and/or an authorized representative shall be covered for medical payments, comprehensive liability insurance, and be given all the protections he/she would enjoy if he/she were on his/her regularly scheduled tour of duty whether in or out of Town. The financial coverage described herein shall be for employees acting within the scope of their authority and proper performance of their duties.

SECTION 4: Negotiating

The Town agreed that the Association may designate the P.B.A President and up to four members to act as its negotiating team. Such members shall be given leave from duty, with pay, for the purpose of negotiating future contracts or for the purpose of renegotiating this contract, if such renegotiating shall become necessary.

ARTICLE 18

SEPARABILITY

Should any part hereof of any provision herein contained be rendered or declared illegal or unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 19

TERM OF CONTRACT

This agreement shall become effective January 1, 2007, and shall terminate at midnight, December 31, 2009.

In the event Metro Police becomes operational and the Town of Irondequoit agrees to participate, the Town shall be able to join and shall not be further obligated under this collective bargaining agreement. However, this shall not affect the obligation of the successor employer, if any, under the law.

ARTICLE 20

EXPIRATION DATE

In the event that a new contract is not consummated and signed at the time this contract expires, the terms and conditions of this contract will remain in effect until such time that a new contract has been negotiated and signed.

ARTICLE 21

GENERAL PROVISIONS

SECTION 1:

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement. The Town shall be able to change non-mandatory subjects of bargaining which are not covered by current agreement.

SECTION 2:

This agreement shall supersede any rules, regulations or practices of the Town which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Town, in relation to the negotiating unit.

SECTION 3:

Any individual arrangement, agreement, or contract between the Town and an individual member of the negotiating unit, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement and any individual arrangement, agreement, or contract hereafter shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, during its duration, shall be controlling.

SECTION 4:

It is understood and agreed by both parties that the benefits conferred by this agreement are subject to the applicable provisions of law.

SECTION 5:

This agreement and all provisions herein are subject to applicable laws, and in the event any provisions of this agreement is held to violate such laws, said provisions shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect as if the invalid or illegal provision had not been part of this agreement.

ARTICLE 22

GRIEVANCE PROCEDURES FOR NON-DISCIPLINARY MATTERS

SECTION 1: Definitions

(A) Grievance - The term "Grievance" shall be defined as a dispute between the parties to this Agreement, involving the interpretation or application of any provisions of this Agreement or any matter relating to employee health or safety. A grievance shall not include other matters which are otherwise reviewable pursuant to law or any rule or other regulation having the force and effect of law. All matters involving disciplinary action shall be excluded from this Article.

(B) Days - The term "days" when used in this Article shall, except where otherwise stated mean week days, Monday through Friday.

(C) Party - The term "Party" shall mean the Irondequoit Police Department Benevolent Association or the Town.

SECTION 2: Procedure

(A) It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits below may be extended as indicated in subsection (D) below.

(B) Failure at any step of this procedure to respond to a grievance or answer within the specified time limits shall permit the grieving party to proceed to the next step of the grievance procedure within the time for such appeal had the decision been communicated on or by the final day the response was due. Failure to announce an appeal of the grievance in writing to the next step within the specified time limits shall terminate the grievance which shall be deemed to be discontinued and further appeal under this agreement shall be barred.

(C) In the event of a group, policy or organization type grievance, the grievance may be submitted at Step B and signed by the Union representative.

(D) The time limits set forth in Section 3 of this Article may be extended by mutual consent of the Association President or his/her designee and the Town Supervisor or his/hers designee.

(E) All grievances shall include the name and position of the aggrieved individual(s) or party, the identity of the provision of the agreement involved in the grievance, the time and place where the alleged event or condition constituting the grievance existed, the identity of the party responsible for causing the event or condition, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

SECTION 3: Grievance Steps:

In the event of a grievance as defined in Section 1 of this Article, the grievant may have the right to resolve the grievance in the following manner:

Step A: The aggrieved individual or individuals or Association representative, with the written permission of the aggrieved individual(s), shall present the grievance in writing to the Chief of Police within ten (10) days of the date the grievance arose or when the aggrieved individual or individuals knew or should reasonably have known of the act or condition on which the grievance is based. A grievance not timely filed is deemed waived. The Chief of Police or his/her designee will serve a written reply to the aggrieved party and to the P.B.A. designee within ten (10) days of the receipt of a timely grievance.

Step B: If the grievance is not resolved at Step A, within five (5) days of receipt of the written answer or five (5) days from the date when the answer was due, the Association President or his/her designee may present a written grievance, which shall contain the Chief of Police's or designee's answer, if any, to the Town Supervisor acting on behalf of the Town Board. Either the Supervisor or his/her designee shall arrange a meeting within ten (10) days of a timely appeal to discuss the grievance with the Association President or his/her designee and the grievant or to arrange a meeting before the Town Board if it wishes. The Supervisor or his/her designee shall within ten (10) days of the meeting in Step B, forward a written decision concerning the grievance to the Association President or his/her designee and the grievant. A grievance brought by the Town shall be brought at this Step by service on the P.B.A. President who shall have twenty (20) days from the receipt of the grievance to reply.

Step C: If Step B fails to produce a settlement of the dispute, either the Union or the Town may request a hearing before the Town Board upon service of written notice to the other party of its intention to do so. Service on the Town would be upon its Supervisor, his/her designee, and each member of the Town Board. This notice must be served within ten (10) calendar days from the receipt of the Step B answer, or the date when the Step B answer was due, otherwise, the right to request a Town Board hearing shall be deemed waived and the grievance shall be considered closed with no further appeal. Either the grieving party or the Town Board may forgo and waive a hearing before the Board.

Step D: If Step B fails to produce a settlement of the dispute and either the Union or the Town has waived a hearing before the Board, either the Union or the Town may take the dispute to arbitration upon service of written notice to the other party of its intention to do so. This notice must be served within ten (10) calendar days from the receipt of the Step B answer, or the date when the Step B answer was due, otherwise, the right to arbitration of such dispute shall be deemed waived and the grievance shall be considered closed with no further appeal.

If Step B fails to produce a settlement of the dispute, a hearing before the Town Board was not waived by either the Union or the Town, and Step C fails to produce a settlement of the dispute, either the Union or the Town may take the dispute to arbitration upon service of written notice to the other party of its intention to do so. This notice must be served within ten (10) calendar days from the receipt of the Step C answer, or the date when the Step C answer was due, otherwise, the right to arbitration of such dispute shall be deemed waived and the grievance shall be considered closed with no further appeal.

SECTION 4: The Arbitration Procedure

(A) All arbitration proceedings shall be conducted by an arbitrator selected in accordance with the rules of procedure of the New York State Public Employment Relations Board. The decision of the arbitrator shall be final and binding on the Association, the Town and any grievant, provided said decision is within the scope of the arbitrator's authority and the constraints established by this Section. The arbitrator shall have no authority or power to render a decision or award inconsistent with statutory or Appellate Decisional Law.

(B) The selected arbitrator shall hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to the arbitrator.

(C) The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning's and conclusions on the issues.

(D) The authority of the arbitrator shall be limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to alter, add to or subtract from, or otherwise modify the terms of this Agreement as written. The arbitrator shall confine himself to the precise issues submitted for arbitration and shall have no authority or power to determine any other issues not submitted to him/her. He/she shall confine his/her decisions and awards solely to the interpretation and application of this Agreement.

(E) Expenses for the arbitrator's services in the proceedings shall be borne equally by the Town of Irondequoit and the Association. However, each party shall be responsible for compensating its own witnesses. If either party desires a transcript of the proceedings it may cause the transcript to be made upon ten (10) days written prior notice to the other party, provided it arranges for the same, pays for the transcript and makes a copy available without charge to the arbitrator and the other party.

ARTICLE 23

SECTION 1: Protection of Officers: Criminal Proceedings

- (a) If an officer is named as a defendant, or is charged or indicted in a criminal proceeding, as a direct result of activities pursued by the officer in the discharge of his lawful duties within the scope of his authority, the Town shall pay all reasonable and necessary legal fees, "Prevailing in the local legal community" and court costs incurred by the officer in his/her defense of said actions.
- (b) The obligation of the Town to reimburse an officer pursuant to Section 1 (a) above shall arise only upon the dismissal of all the charges, an acquittal or upon the Grand Jury voting a no-bill. It is expressly agreed that an Adjournment in Contemplation of Dismissal shall not entitle the officer to reimbursement.
- (c) An officer shall either (1) submit an itemized retainer agreement at the commencement of the action with an attorney of his/her choosing or (2) shall notify the Town Board before any expenditure and an attorney will be agreed upon by the officer and the Town Board or its representative. In both instances an itemized bill and receipt shall be promptly be submitted to the Town Board.
- (d) In the event that the parties cannot agree as to what amount is "reasonable attorney fees", the parties shall submit the fees in dispute to Monroe County Court Part I to determine what is "reasonable attorney fees in the local legal community."

SECTION 2: Civil Proceeding

If an officer is named as a defendant in a civil action or proceeding, as a direct result of activities pursued by the officer in the discharge of his/her lawful duties within the scope of his/her authority, the Town shall pay all reasonable and necessary legal fees and court costs incurred by the officer in his/her defense of said actions. An itemized hourly bill and receipt shall be promptly submitted to the Town Board. The officer will notify the Town Board before any expenditures and an attorney will be chosen by the Town Board or its representative.

SECTION 3: Police Officers Liability

(A) Notwithstanding the provisions of any general, special or local law, charter or code to the contrary, the Town shall be liable for and shall assume the liability, to the extent that it shall save harmless, any duly appointed police officer of such municipality, authority or agency for any negligent act or tort complained of, while acting in the performance of his/her duties and within the scope of his employment.

(B) For purposes of this Section, a Police Officer of the Town when within the geographical limits of his/her jurisdiction, although excused from official duty at the time, shall be deemed to be acting in the discharge of duty when engaged in the immediate and actual performance of a public duty imposed by the law and such public duty performed was for the benefit of all the citizens of the community and the municipality, authority or agency derived no special benefit in its corporate capacity.

(C) Any Officer sued for actions taken or allegedly taken as an Officer in the performance of his duties shall immediately notify the Chief of Police and Town Supervisor in writing.

ARTICLE 24

SECTION 1: Personnel Folder

Only one official personnel folder shall be kept for each member of the Police Department, which shall include a payroll folder kept by the Payroll Department. Each member shall have the right to inspect his/her personnel folder on written request to the Chief of Police, or his/her designee. Upon receiving the officer's written request to inspect the contents of his/her folder, said folder shall be made available at the Chief's, or his/her designee's convenience, but not more than five (5) working days after the receipt of the written request. Nothing of a derogatory nature shall be placed in the officer's folder unless accompanied by proper documentation.

An Officer's written response to a "Letter of Memorandum" will be included in the folder, if desired by the Officer and will remain with the "Letter of Memorandum" and become a part thereof for as long as said Letter continues to exist. All "Letters of Memorandum" shall be removed from the Officer's personnel file and destroyed no later than thirty-six (36) months after the date of issue. "Letters of Memorandum" shall not be considered disciplinary action in any manner but may constitute the basis for such an action. Any photographs of the members shall be kept in the personnel folder and not be released or used without the members' express written permission.

ARTICLE 25

SECTION 1: Departmental Investigation and Bill of Rights

Whenever a member of the bargaining unit is being investigated by Supervisors, or Officer designated by the Chief of Police or by any other Officers performing similar functions, the following shall apply:

(A) The interview of any member of the bargaining unit shall be at a reasonable hour, preferably when the member Officer is on duty, or during the daylight hours, unless the exigency of the investigation dictates otherwise.

If a special report is ordered, the Officer shall be given twenty-four (24) hours to complete same, unless the seriousness of the situation as determined by the Chief or his/her designee dictates otherwise.

(B) The interview shall be conducted at a location designated by the investigating Officer, preferably at Police Headquarters.

(C) The member of the bargaining unit shall be informed of the rank, name and command of the Officer in charge of the investigation as well as the name and rank of the Officer conducting the interview, and the identity of all persons present during said interview.

(D) A member of the bargaining unit shall have available to him/her all reports which he/she has submitted regarding said investigation prior to beginning such interview, with reasonable time to read such report.

(E) A member of the bargaining unit shall be informed of the nature of the investigation before any interview commences. Sufficient information to reasonably apprise the member of the nature of the allegations made concerning him/her shall be provided prior to any interview.

(F) A member of the bargaining unit shall have the right to have present, as a representative at the member's own interview, an attorney of his/her choice, or a representative of the Association, or may waive such right to representation by failing to so request. This representation shall extend to allowing the attorney or the representative to pose questions to the member of the Association at the conclusion of the questioning being done by the Police Department, or if the member is unrepresented, he shall have the right to make a statement. The attorney or club representative shall not interfere with or impede the investigation.

(G) It is further agreed that the Town of Irondequoit and the Irondequoit Police Department will attempt to resolve disciplinary actions only with the attorney or representative selected by the member of the bargaining unit, or a representative of the Association where the member has elected representation. Such representatives shall not include Captains.

(H) A member of the bargaining unit subject to such investigation by the Irondequoit Police Department shall have the right to a copy of any statement he/she shall make to the Police Department, free of charge, provided such statement is reduced to writing.

(I) A member of the bargaining shall have the right to electronically or otherwise record any and all statements he gives to the Police Department during such investigation. The Department shall be provided with a copy of any such record.

(J) A member of the bargaining unit subject to such investigation by the Police Department shall not be subject to any offensive language nor, except as otherwise provided herein, shall he/she be threatened with transfer, dismissal, or any other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein contained shall be construed as to prohibit the Irondequoit Police Department from instructing the member that his/her failure or refusal to answer questions can become the subject of disciplinary action itself, resulting in disciplinary punishment.

(K) In no event shall a member of the bargaining unit be ordered or requested to submit to a lie detector or polygraph test.

(L) Prior to the filing of departmental charges, the bargaining unit member shall be afforded a reasonable opportunity to be heard.

(M) Any member of the bargaining unit shall be given a copy of any warning or letter of memorandum entered in his/her personnel file. If, in the opinion of said member, the warning or memorandum issued was not justified, then the member shall have the right to respond in writing and have such response entered in his/her personnel file. Such warnings and memoranda are not discipline but may constitute the basis for discipline.

(N) A member of the bargaining unit subject to such investigation by the Irondequoit Police Department shall suffer no reprisals, directly or indirectly, for exercising his/her under this Article.

(O) Aside from command discipline accepted by a member as set forth below in (R), a member being charged with misconduct or incompetence shall be served with written charges, specifications and proposed discipline as required by Section 75 of the Civil Service Law. A copy of such charges and specifications shall also be served on the Union President. Within eight (8) days from service of the charges and proposed discipline the members shall elect whether to proceed pursuant to Section 75 of the Civil Service Law or proceed pursuant to the grievance arbitration procedure.

(1) If the member elects to proceed pursuant to Section 75 of the Civil Service Law, the Hearing Officer shall be selected in the following manner:

(a) 1 The Town Board will submit to the bargaining unit member a list of three individuals from which the member must select two (2) who shall serve on the Hearing Board, one of whom shall be designated as Hearing Officer by the Town Board. The Town Board may select an individual to serve on the Hearing Board other than any member of the Association. The Town shall provide such list if three (3) individuals within thirty (30) days of the charges being brought. The Officer shall have fifteen (15) days to make his/her selection.

(b) The bargaining unit member shall submit to the Town Board a list of three (3) individuals from which the Town Board shall select one who shall serve as a member of the Hearing Board. Findings of facts and recommendations shall be made by the Hearing Officer alone after consultation with the other members of the Board. The member of the bargaining unit shall bear all costs of his appointed member to the Hearing Board. The Officer shall submit his list to the Town Board within thirty (30) days of charges being brought and the Town shall make its choice within fifteen (15) days after receipt of such list. These time limits shall not be constructed as limiting the Town's ability to hold these charges in abeyance pending the trial and determination on criminal charges brought against the Officer which are in whole or in part a basis for the charges brought against the Officer by the Town. These time limits may also be extended by mutual agreement.

(c) In the event that the member selects Section 75 of the Civil Service Law, all costs and expenses of the hearing, the hearing officer's fees, and cost of a written transcript of the hearing shall be borne by the Town except as provided in (b).

(2) In the event that the member selects binding arbitration, the Town may implement the discipline decision. Thereafter, the matter may proceed to arbitration pursuant to Article 22, Section 4

(3) No discipline shall occur without just cause.

(P) No removal or disciplinary proceedings shall be commenced more than eighteen (18) months after the occurrence of the alleged incompetency or misconduct complained of and described in the disciplinary charges except for those acts or omissions which would constitute a crime. However, a bargaining unit member's past record may be considered by the Hearing Officer or Arbitrator in determining the penalty, if any, to be imposed.

(Q) A member of the bargaining unit may be suspended with pay for up to seven (7) calendar days pending the service of disciplinary charges.

(R) A member of the bargaining unit may tender his/her resignation following the service of a notice of discipline. Any such resignation will be processed in accordance with Civil Service Law and rules and the employee's service terminated. Resignation does not preclude either the filing of a notice of discipline or the prosecution of notice of discipline.

SECTION 2: Summary Discipline

(A) Notwithstanding the provisions of Section 75 and 76 of the Civil Service Law and Section 1 above, the Irondequoit Police Chief may elect to impose discipline for minor violations of the rules and regulations or general orders of the Irondequoit Police Department. An officer must object in writing within forty-eight (48) hours of receipt of notice of summary discipline. Failure to object shall be deemed a waiver of any rights to a Section 75 hearing.

(B) Discipline imposed through summary discipline shall be limited to one of the following: Letter of reprimand, suspension without pay for a maximum of seven (7) days, a reimbursement up to one hundred dollars (\$100.00) of the value of the property which is intentionally or negligently damaged or lost by a member, a fine of up to two hundred dollars (\$200.00) or up to seven (7) days' extra duty without pay.

(C) When summary discipline is imposed, the member shall:

(1) Accept the Police Chief's disciplinary findings and punishment; or

(2) Accept the Police Chief's disciplinary findings and appeal the punishment to the Town Board, the determination of which shall be final and binding. The Town Board, upon reviewing the disciplinary punishment imposed by the Chief pursuant to this Section, shall have no power to increase the punishment.

(D) Disciplinary determinations made under this Section shall be governed only by these procedures and shall not be subject to the grievance procedures set forth in Article 23 of the collective bargaining agreement, or appealed in any other manner, including a proceeding under Article 78 of the CPLR or the Civil Service Law.

(E) No summary discipline shall be commenced under this Section more than ninety (90) days after the occurrence of the alleged misconduct or from when it should reasonably have been known.

(F) Any and all records of summary discipline shall be removed from all Police Department files, including but not limited to the Officer's personnel file, after the Officer has had no other discipline imposed for a period of three (3) years.

(G) Upon the member accepting the Police Chief's disciplinary findings and punishment, the matter shall be deemed closed.

(H) Rules and regulations regarding summary discipline shall not be changed as long as the rules are mandatory subjects of bargaining without negotiations and agreement with the Union.

SECTION 3: Discipline

The parties agree that the provisions under Civil Service Law 75, except subdivision 3-a, shall apply unless modified, waived, or altered as set forth above.

SECTION 4: Accident Review Board

1. If an accident review board is convened, the Officer who is the subject of the accident review board shall have the right to be heard by the accident review board and to be accompanied by a Union representative and/or attorney.
2. The accident review board shall notify the subject Officer and the Union as to the results of its investigation and recommendations at the same time it forwards those to the Chief of Police.

ARTICLE 26

MANAGEMENT RIGHTS

The Town retains the sole right to manage its police department and police services and to direct the working force, including the right to decide the number and location of its police department and police service operations, the police department and police service operations to be conducted and rendered, and the methods, processes and means used in operating its police department and police services, and the control of buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its police department and supplying its police services to determine whether and to what extent the work required in operating its police department and supplying its police services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and Operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, layoff, assign, schedule, transfer, promote and determine the qualifications of employees; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement or provided by law.

The above rights of the Town are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the Town. Any and all the rights, powers and authority the Town had prior to entering into this Agreement are retained by the Town, except as expressly and specifically abridged, delegated, granted or modified by this Agreement but this shall not affect the right of the union to impact bargain as required by law.

SPECIAL POLICE

As has been the practice, when events require a sworn police officer to perform the duty, the IPD will request the assistance of special police only when the event cannot be fully served by regular IPD patrol officers either on straight time or overtime. The IPD will continue to use Special Police as in the past for the functions of the Memorial Day Parade, and July 4th Celebration. It is understood that the use of such special police will not affect the exclusivity of work which has otherwise been traditionally and historically exclusively unit work. The Town reserves its rights to use special police or other staff for non-bargaining unit work.

Memorandum of Understanding

TOWN OF IRONDEQUOIT AND THE NIGHTSTICK CLUB, PBA, INC.

The parties to this Memorandum of Understanding are the Town of Irondequoit (the "Town") and The Nightstick Club, PBA, Inc. (the "Union")

The Town revised and added to an existing Personnel Manual which will apply in its entirety to the Town's employees who are not members of a collective bargaining unit. The Town and the Union met and agreed as to those provisions which are superseded by the collective bargaining agreement and /or the Police Department General Orders.

As a result, the Town and the Union agree that, while the remainder of the Personnel Manual applies to the Union's bargaining unit members, the following provisions which are noted as "N/A" have been superseded by the collective bargaining agreement or by the General Orders.

ARTICLE 1 COMPENSATION AND BENEFITS POLICES:

1.1	Bereavement Leave	N/A to Unit
1.2	Compensatory Time	N/A to Unit
1.3	Conferences & Conventions	N/A to Unit*
1.4	Dental Insurance	N/A to Unit
1.5	Family and Medical Leave Policy	
1.5.1	FMLA Defined	
1.5.2	FMLA Eligibility	
1.5.3	FMLA Exclusions	
1.5.4	Qualifying Leaves Under FMLA	
1.5.4.1	Leave for Newborns and Newly Adopted Children	
1.5.4.2	Seriously Ill Family Members	
1.5.4.3	Employee's Own Serious Illness	
1.5.5	Employment and Benefits Protection	
1.5.5.1	Benefit Continuation	
1.5.6	Procedures for Requesting Leave	
1.6	Flexible Spending Account	N/A to Unit
1.7	Health Insurance	
1.7.1	Health Insurance – Retired Employees	N/A to Unit
1.7.2	Optional Health Care Plans	N/A to Unit
1.8	Holidays	N/A to Unit
1.9	Jury Duty	N/A to Unit
1.10	Leave of Absence	N/A to Unit
1.10.1	Administration	N/A to Unit
1.10.2	Reasons for Unpaid Leave of Absence	N/A to Unit
1.11	Longevity	N/A to Unit

1.12	Military Leave	N/A to Unit
1.13	New York State Retirement System	N/A to Unit
1.14	Reimbursement-Mileage	N/A to Unit
1.15	Sick Leave	N/A to Unit
1.15.1	Town of Irondequoit Sick Plan	N/A to Unit
1.15.2	Absenteeism	N/A to Unit
1.16	Travel	N/A to Unit
1.17	Tuition Reimbursement	N/A to Unit
1.18	Vacation	N/A to Unit
1.18.1	Vacation Credit Maximum	N/A to Unit
1.18.2	Vacation Approvals	N/A to Unit
1.18.3	Separation from Service	N/A to Unit
1.19	Workers' Compensation	
1.19.1	Reporting Procedures	
1.19.2	Payment of Workers' Compensation Benefits	

Article 2

	Employment Policies:	
2.1	Americans with Disabilities Act (ADA)	
2.1.1	Definition	
2.1.2	Essential Job Functions	
2.1.3	ADA Requests, Issues and Complaints	
2.2	Anti-Harassment Policy	To be superseded**
2.2.1	Purpose	To be superseded
2.2.2	Administration	To be superseded
2.3	Drug & Alcohol-Free Workplace Policy	
2.3.1	Definitions	N/A to Unit***
2.3.2	Scope	N/A to Unit
2.3.3	Prohibitions	N/A to Unit
2.3.4	Enforcement	N/A to Unit
2.3.5	Consequences	N/A to Unit
2.4	Personnel Records	N/A to Unit per Contract & CRL
2.4.1	Contents	N/A to Unit per Contract & CRL
2.4.2	Record Retention	N/A to Unit per Contract & CRL
2.4.3	Access	N/A to Unit per Contract & CRL

2.5	Political Activity	Applies as revised (attached)****
2.6	Probationary Period	
2.6.1	During Probationary Period	
2.6.2	Termination of Services of Probationary Employee	
2.6.3	Retaining Services of Probationary Employee	
2.6.4	Extending Probationary Periods	
2.6.5	Restoration to Permanent Position	
2.6.6	Restoration to Eligible List	
2.7	References	N/A to Unit
2.8	Residency Requirement	N/A to Unit
2.9	Safety Policy	
2.10	Smoke-Free Workplace	Applies except as General Orders Conflicts*****
2.9.1	Guidelines	
2.9.2	Scope	
2.9.3	Enforcement	
2.11	Transitional Duty Policy	N/A to Unit
2.12	Vehicle Use Policy	N/A to Unit
Article 3	Office Procedures	
3.1	Hours of Work	N/A to Unit
3.2	Orientation of New Employees	
3.3	Pay Periods	
3.4	Payroll Change Notice	
Article 4	Recruitment Policies:	
4.1	Civil Service	
4.1.1	Monroe County Civil Service Commission's Responsibilities	
4.1.2	Questions	
4.2	Classifying/Reclassifying Positions	N/A to Unit to extent G.O. conflict
4.2.1	Procedure	N/A to Unit to extent G.O. conflict
4.3	Employment of Relatives	Applies as Revised (attached)
4.4	Equal Employment Opportunity	

4.4.1	Guidelines
4.4.2	Complaints
4.5	Recruitment of Existing Position (Full Time)
4.5.1	Interviews

Alcohol and Drug Testing Policy

Applies to CDL
Holders only

*All such meetings are covered by the contract in two categories: 1) the Chief assigns an officer and he or she is paid by the Town; or 2) an Officer does not attend on paid time or with costs.

** The parties agreed that the Unit President, the Chief of Police and Human Resources Director will meet to revise the General Order harassment policy and this policy to provide that complaints may be made to a supervisor or the Director of Human Resources and to provide that an investigation of a complaint will be made by Human Resources, while any action against an individual member will comply with contractual and legal procedures for investigating misconduct and imposing discipline.

***This policy's introductory Policy Statement applies to the Unit per G.O. 205; the remainder of Section 2.3 is superseded by contract and General Orders.

****This policy is not intended to prohibit lawful union activities during approved release time.

*****It is acknowledged that the applicable G.O. will be revised to delete references to designated smoking areas and to permitted smoking in police vehicles.
(Arbitrated PERB Case No. IA201-002 & M200-232 2/6/02)

Michael C. DeKlusener

President, Nightstick Club, PBA

12/7/07

DATE

Mary Ellen Heyman

Supervisor Town of Irondequoit

12/7/07

DATE

Memorandum of Agreement

Between

The Town of Irondequoit

and

The Nightstick Club, P.B.A.

The Nightstick Club, hereinafter called the "Club", hereby agrees to fully equip the exercise room in the new Public Safety Building with aerobic equipment, free weights, cable equipment, benches, mats and mirrors.

The exercise room will be accessible to all employees of the Town Police Department, whether they be unit or non-unit employees. The exercise room will be accessible to all of the departmental employees, twenty-four (24) hours per day, seven (7) days per week, and on each calendar day of each year.

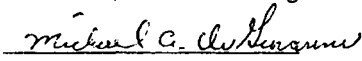
The Club will be allowed to use the said exercise room for a period of ten (10) years from the date of the execution of this Memorandum of Agreement.

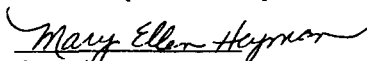
This agreement shall take effect as of the execution date of this agreement and expire as of ten (10) years subsequent to such execution date, and may be modified only by mutual agreement between the parties hereto.

If after ten (10) years this agreement is not renewed, the aforesaid equipment shall remain property of the Nightstick Club.

The foregoing represents the entire agreement between the parties and is hereby affirmed to be the collective bargaining contract between the Association and the Town.

This Agreement entered into by and between the Town of Irondequoit, County of Monroe and State of New York, and the P.B.A. Nightstick Club of the Irondequoit Police Department.


President, P.B.A. Nightstick Club
Irondequoit Police Department
Date: *meel meel*


Supervisor
Town of Irondequoit
Date: *meel meel*

